



Commonwealth of Massachusetts State Ethics Commission

One Ashburton Place, Room 619, Boston, MA, 02108
phone: 617-727-0060, fax: 617-723-5851



SUFFOLK, ss.

**COMMISSION ADJUDICATORY
DOCKET NO. 666**

IN THE MATTER OF JUNE LEMIRE

DISPOSITION AGREEMENT

This Disposition Agreement is entered into between the State Ethics Commission and June Lemire pursuant to Section 5 of the Commission's Enforcement Procedures. This Agreement constitutes a consented-to final order enforceable in Superior Court, pursuant to G.L. c. 268B, §4(j).

On June 26, 2002, the Commission initiated, pursuant to G.L. c. 268B, §4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Lemire. The Commission has concluded its inquiry and, on October 23, 2002, found reasonable cause to believe that Lemire violated G.L. c. 268A, §23(b)(3).

The Commission and Lemire now agree to the following findings of fact and conclusions of law:

Findings of Fact

1. Lemire is the Southbridge Housing Authority ("SHA") executive director.
2. George DiBonaventura worked for the SHA as a full-time maintenance supervisor from 1983 until his retirement in late 1999. DiBonaventura is Lemire's boyfriend.
3. In late 2000, the SHA Commission began discussing renovating the porch and bathroom of its building on School Street.
4. In approximately June 2001, DiBonaventura applied to the architect to be hired as the clerk of the works on the renovation project.
5. At about this same time, the architect contacted Lemire as the SHA executive director for a reference concerning DiBonaventura's employment at the SHA. Lemire spoke favorably about DiBonaventura and recommended to the architect he be hired as the clerk of the works for the SHA project. Lemire did not disclose to the architect nor was the architect aware at the time of the recommendation that DiBonaventura was Lemire's boyfriend.
6. Lemire did not disclose to her appointing authority, the SHA, that she recommended to the architect that her boyfriend be hired as the clerk of the works.
7. The architect subsequently hired DiBonaventura as the part-time clerk of the works for three months for a total salary of \$5,330.

Conclusions of Law

8. General Laws chapter 268A, §23(b)(3), in relevant part, prohibits a municipal employee from, knowingly or with reason to know, acting in a manner which would cause a reasonable person having knowledge

of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy the employee's favor in the performance of the employee's official duties, or that the employee is likely to act or fail to act as the result of kinship, rank, position or undue influence of any party or person.^{1/}

9. By speaking favorably about her boyfriend DiBonaventura and recommending he be hired as the clerk of the works for the SHA project, Lemire acted in a manner which would cause a reasonable person knowing these facts to conclude that her boyfriend could unduly enjoy her favor in the performance of her official duties. Therefore, Lemire violated §23(b)(3).

Resolution

In view of the foregoing violation of G.L. c. 268A by Lemire, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Lemire:

- (1) that Lemire pay to the Commission the sum of \$500 as a civil penalty for his conduct in violating G.L. c. 268A, §23(b)(3);
- (2) that she waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

DATE: September 27, 2002

^{1/}A municipal employee can avoid a violation of §23(b)(3) by making an advance written disclosure to her appointing authority of the facts that would otherwise lead to such a conclusion. Lemire made no such disclosure. The law's provision for advance written disclosure to dispel the appearance of a conflict of interest is not a technical requirement. It causes the public employee to pause and reflect upon the appearance issue and decide whether to abstain, or notwithstanding the appearance issue to participate after making a timely written disclosure. Importantly, if the public employee chooses to participate, the written notice gives the appointing authority the opportunity to consider the appearance issues raised and to take appropriate action. Where there are serious §23 appearance problems such as in the present case, it seems likely that an employee will abstain, or if timely disclosure is made, directed to abstain or limit her involvement.